

MAR 25 2009

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SURFACE TRANSPORTATION BOARD

Feeney & Dixon, L.L.P.
Counsellors at Law

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*John F. Feeney
David C. Dixon*

March 18, 2009

Karen January, Section of Administration
Section of Administration
Surface Transportation Board
Office of Proceedings
395 E Street, SW
Washington, DC 20423-0001

RE: First National Equipment Corporation from William C. Shanor
Purchase of 3, 100-ton, 4750 cubic foot Covered Hopper Railcar

Dear Ms. January:

Enclosed please find original and two copies of executed Bill of Sale with regard to the above captioned matter. Please record said document and return the recorded Bill of Sale to this office in the enclosed reply envelope. Also enclosed is our firm's check in the amount of \$41.00, which serves as your recording fee.

If you have any questions, please do not hesitate to contact me. Thank you for your cooperation in this matter.

Very truly yours,

FEENEY & DIXON, L.L.P.

By: David C. Dixon
David C. Dixon, Esq.

DCD/MLA
Enclosures

C: First National Equipment Corp (w/encs.)
C: Mr. William C. Shanor (w/encs.)

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PREPARED BY:



David C. Dixon, Esq.
An Attorney at Law of the
State of New Jersey

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, William C. Shanor, individually, and as Trustee of the William C. Shanor Family Trust, having an address at 1835 Serpentine Drive, South St. Petersburg, FL 33712 (hereinafter called "Seller"), for the sum of **TEN-THOUSAND, THREE-HUNDRED, FIFTY AND no/100 (\$ 10,350.00) DOLLARS**, paid by First National Equipment Corporation, having an address at 10 Woodhill Road, Towaco, NJ 07082-1414 (hereinafter called "Buyer"), receipt of which is hereby acknowledged by Seller, does hereby bargain, sell, assign, transfer and make available for possession and delivery at its current location unto the Buyer, its successors and assigns forever, the following units of railroad equipment (hereinafter the "PROPERTY"):

<u>Number of Units</u>	<u>Description</u>	<u>Car Nos./Ident.</u>
3	100-ton, 4650 cubic foot Covered hopper railcar	NOKL67003 NOKL67017 NOKL67024

being the same PROPERTY obtained by the SELLER, by Bill of Sale from William C. Shanor, individually.

Seller hereby warrants that it is the legal owner of the PROPERTY, that it has full rights and powers to effect the sale of the PROPERTY, and that on delivery, the PROPERTY will be free of all mortgages, liens or any other claims against it.

Seller hereby warrants and represents that any right, title, and interest in and to the PROPERTY, held by The William C. Shanor Family Trust, be and hereby is assigned and transferred to the Buyer.

Seller assigns and transfers to the Buyer all of the right, title, and interest in and to the PROPERTY described above.

Seller transfers and sells the aforesaid PROPERTY in an "as is, where is" condition, with no guarantees as to operability, sustainability, or fitness. Seller makes no express or implied warranties of any nature or sort whatsoever concerning said PROPERTY, including without limitation any warranty as to the merchantability or fitness for a particular purpose.

Seller warrants that to his/her knowledge, title to this PROPERTY has not been transferred prior to this date to any other Buyer.

Seller transfers all right, title and interest in the above rail car, including any insurance, but reserves the right to income earned by the Property prior to the date of closing of this sale.

Buyer agrees to become a member of the Cooperative, known as Charter Meridian Services Association, and assumes all obligations of the existing management agreements and leases that have not specifically been excluded herein

Buyer assumes any risks associated with the purchase of the railcar being purchased sight-unseen and without any maintenance records.

Buyer is represented by legal counsel who has reviewed the documents prepared by the Seller's legal counsel. Buyer and Seller are responsible for their respective legal fees billed by their legal counsel.

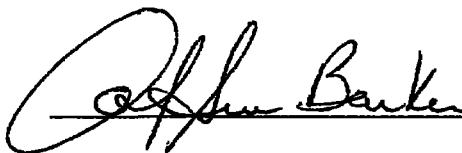
Recording this document is optional and either the Buyer or the Seller can choose to record it. The party requesting recording will be responsible for payment of any recording fees.

Seller, for him/herself; his/her heirs, executors, and administrators, covenant and agree to and with the Buyer, to warrant and defend the sale of the PROPERTY, unto the Buyer, his executors, administrators, and assigns, against all lawful claims.


Seller, for him/herself; his/her heirs, executors, and administrators, covenant and agree that he/she holds good and marketable title to the PROPERTY, no other person or party holds any interest therein, and have delivered to Buyer an Affidavit of Title, upon which Buyer has relied in accepting title hereto.

Dated: March 9, 2009 at St. Petersburg, Florida
(Date) (City, State)

WITNESS/ATTEST:




WITNESS/ATTEST:



David C. Dixon, Esq.
An Attorney At Law
of The State of New Jersey

SELLER



William C. Shanor, Individually, and as Trustee of the
William C. Shanor Family Trust

BUYER

First National Equipment Corporation